

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GREAT AMERICAN E & S INSURANCE  
COMPANY, INDIVIDUALLY, AND AS  
ASSIGNEE OF CLAIMS FROM ITS  
INSURED C3 MANUFACTURING LLC, A  
COLORADO COMPANY,

Plaintiff,

v.

HOUSTON CASUALTY COMPANY,  
GORDON REES SCULLY MANSUKHANI,  
LLP, SINARS SLOWIKOWSKI TOMASAKA  
LLC, J. SCOTT WOOD and CHRISTOPHER  
FURMAN,

Defendants.

Case No. 2:23-CV-01695

NOTICE OF REMOVAL

TO: United States District Court for the Western District of Washington at Seattle

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant Houston Casualty Company (“HCC”), hereby removes this action from King County Superior Court to the United States District Court for the Western District of Washington at Seattle. This Notice of Removal is filed subject to and with full reservation of rights. No admission of fact, law, or liability is intended by this Notice of Removal and all defenses, motions, and pleas are expressly reserved.

NOTICE OF REMOVAL (Case No. 2:23-CV-01695) - 1  
4884-8769-3694v.1 0122352-000001

Davis Wright Tremaine LLP  
LAW OFFICES  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104-1610  
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1 In support of this Notice, HCC states as follows:

2 1. On September 5, 2023, Plaintiff filed a Complaint against HCC and other  
3 Defendants in King County Superior Court, cause number 23-2-16817-8.

4 2. On November 6, 2023, Plaintiff completed service of the Summons and  
5 Complaint on HCC. A true and correct copy of the Summons and Complaint are attached as  
6 Exhibit A and Exhibit C to the Declaration of Steven P. Caplow ("Decl.").

7 **HCC HAS SATISFIED THE PROCEDURAL  
8 REQUIREMENTS FOR REMOVAL**

9 3. This Notice of Removal is timely because Defendant HCC is filing it within 30  
10 days after service of the Summons and Complaint. 28 U.S.C. § 1446(b).

11 4. Venue is proper in the Western District of Washington because the alleged claims  
12 arose in King County, Washington. *See* 28 U.S.C. § 1441(a).

13 5. HCC has not yet filed an Answer, but will do so in compliance with the deadline  
14 set forth in Fed. R. Civ. P 81(c)(2).

15 6. As required by 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders  
16 served on HCC are being concurrently filed today, along with all process, pleadings, and orders  
17 filed in the state court action.

18 7. Notice of this removal will be given to Plaintiff and the Superior Court pursuant  
19 to 28 U.S.C. § 1446(d).

20 **THIS ACTION IS REMOVABLE UNDER 28 U.S.C. § 1332.**

21 8. This action is removable under 28 U.S.C. § 1332 because Plaintiff and HCC are  
22 completely diverse and HCC reasonably anticipates the amount in controversy exceeds \$75,000.

23 9. Plaintiff's Complaint alleges that Plaintiff is a corporation organized and existing  
24 under the laws of the State of Ohio with its principal place of business in Cincinnati, Ohio. Decl.  
at Exhibit C, ¶ 2.1.

10. Defendant HCC is a Texas corporation with its principal place of business in  
Houston, Texas. Decl., ¶ 7.

11. This is an “action in which the matter in controversy exceeds the sum or value of \$75,000.” 28 U.S.C. § 1332(a). “[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold. Evidence establishing the amount is required by § 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant’s allegation.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). In determining the amount in controversy, the court considers “all relief a court may grant on that complaint if the plaintiff is victorious,” and the “the mere futurity of certain classes of damages [does not preclude] them from being part of the amount in controversy.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 415 (9th Cir. 2018).

12. Plaintiffs allege claims for breach of contract, violation of Washington’s Insurance Fair Conduct Act, violation of Washington’s Consumer Protection Act, equitable indemnity/subrogation, legal malpractice, and breach of fiduciary duty. Decl. at Exhibit. C, ¶¶ 6.1-11.5. The Complaint seeks damages, sanctions, treble and punitive damages, and attorneys’ fees, interest, and costs. *Id.*, ¶¶ 6.1-11.5.

WHEREFORE, HCC hereby removes the above-entitled action and respectfully gives notice that the action is removed from the King County Superior Court to the United States District Court for the Western District of Washington at Seattle.

DATED this 6<sup>th</sup> day of November, 2023.

Davis Wright Tremaine LLP  
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Company

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**CERTIFICATE OF SERVICE**

I hereby certify that on 6<sup>th</sup> day of November, 2023, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the below attorney of record for plaintiff.

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Attorneys for Great American E & S Insurance Company

DATED this 6<sup>th</sup> day of November, 2023.

By s/ Everett W. Jack, Jr.  
Everett W. Jack, WSBA No. 47076  
Steven P. Caplow, WSBA No. 19843